



Eco-Friendly Illumination

## Terms and Conditions of Sale

*These terms and conditions govern the sale of products (“Products”) by ZLEDLighting. (“Seller”) and the purchase of Products by the customer (“Customer”). These Terms and Conditions of Sale (“Agreement”) supersede Customer’s additional or different terms and conditions to which notice of objection is now given and deemed null and void. Acceptance by Customer is limited to the terms and conditions herein. Neither Seller’s commencement of performance nor delivery shall be deemed or constituted as acceptance of Customer’s additional or different terms and conditions.*

### 1. Orders.

All purchase orders placed with Seller must be submitted and confirmed by ZLEDLighting, LLC.; no verbal orders allowed. All orders must include quantities, complete part numbers, and a description of the purchased products. All purchase orders need to reference a ZLEDLighting quote. Orders will be binding upon Seller when received and accepted by Seller.

### 2. Prices.

(a) The prices of the Products are those specified on the purchase order; if no cost is determined, the prices are quoted by Seller. Prices that are not as quoted or published will result in a rejection of the purchase order, and the entire order will not be processed. Price quotations expire in 30 days; prices are subject to change without notice.

(b) Unless otherwise expressly agreed to in writing by Seller: (i) price quotations do not include taxes, shipping, or other incidental expenditures of Seller; (ii) price quotations shall automatically expire thirty (30) calendar days from the date issued and may be canceled or amended within that period upon written notice to Customer; and (iii) price quotations are exclusive of transportation and insurance costs, and all taxes including federal, State and local use, sales, property (ad valorem) and similar taxes. Customer agrees to pay these taxes (except taxes upon Seller’s net income) unless Customer has provided Seller with an exemption resale certificate in the appropriate form for the jurisdiction of Customer’s place of business and any jurisdiction to which Product is to be directly shipped hereunder, or unless the sale is otherwise exempt from these taxes. Customer agrees to indemnify and hold harmless Seller for any liability for tax in connection with the sale and the collection or withholding thereof, including penalties and interest thereon. **Seller reserves the right to modify pricing to reflect changes in duties, tariffs, border adjustment taxes, and fees, whether foreign or domestic, at any time following the date of this quotation.** Transportation and taxes shall appear as separate line items on sellers’ invoices when applicable. Many of our products are custom manufactured; therefore, minimum order quantities (MOQ) may apply.

### 3. Payment.

(a) All new ZLEDLighting customers must pay in advance on their first order. Sample and accommodation orders do not qualify as a first order.

- (b) Upon credit approval, payment shall be due thirty (30) days after the date of the invoice
- (c) To be considered for Net 30 terms, a credit application must be completed and submitted for approval by ZLEDLighting LLC. ZLEDLighting extends credit as an accommodation to credit-worthy customers; the privilege can be revoked at any time at ZLEDLighting's sole discretion.
- (d) ZLEDLighting accepts credit card payments with a 3% service fee added to the purchase amount; a credit card authorization form must be completed before processing any order.
- (e) All payments past due shall be charged interest computed daily on the outstanding amount on a compounded basis from the due date until paid in full at the rate of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law, whichever is less.
- (f) Seller shall have a security interest in the Products delivered to Customer and in their accessories, replacements, accessions, proceeds, and products, including accounts receivable

(collectively, the "Collateral") to secure payment of all amounts due under this Agreement. If Customer fails to pay any amount when due, Seller shall have the right to repossess and remove all or any part of the Collateral from Customer, but not from Customer's customers. Any repossession or removal shall be without prejudice to any other remedy of Seller, at law or in equity. Customer (at its cost) agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by Seller to transfer, create, perfect, preserve, protect, and enforce this security interest.

#### **4. Delivery and Shipments**

(a) Product in stock will be shipped within 1-2 business days after receipt of an existing Customer's purchase order. Credit hold or other account issues will delay the processing of any order. Pay in advance customer's orders will be processed after payment in full is received by ZLEDLighting. Copies of checks are not acceptable for payment of orders.

Sellers shall not be liable for delays, loss, or damage in transit.

- (b) All shipments will be made at F.O.B. Seller's facility at Mt. Laurel, NJ, or our designated factory (the "Delivery Point"). Delivery will be deemed complete, and the risk of loss or damage to the Products will pass to the Customer upon delivery at the Delivery Point.
- (c) Unless otherwise expressly agreed to in writing by the parties, Seller shall deliver the Products to the Delivery Point using Seller's standard packaging and shipping methods. Any special handling will be an additional cost, regardless of order size.
- (d) All shipments shall be freight collected, except for orders of **\$500.00 as defined by ZLEDLighting**, or more in the continental U.S. which shall be freight prepaid. Seller will select the carrier in the absence of specific instructions by Customer. In no event shall Seller be liable for any delay in delivery, nor shall the carrier be deemed a Seller agent. All custom orders (made-to-order or modified standard products are FOB from Mt. Laurel or any designated factory; there is no prepaid freight for these products.
- (e) Customers shall file all claims for loss, mis-shipment, or damage with the carrier within five (5) days of delivery. A signature shall be provided once a delivery agent has noted the extent of the damage on the delivery form, which the agent shall present for signature. In the case of concealed damage, the Customer shall request the carrier to inspect the damage promptly and no later than five (5) days from the delivery date.
- (f) The Customer shall make a wire transfer payment for all orders placed outside the continental U.S. Seller shall not be responsible for wire transfer fees. There is no 'free' freight on international orders; the seller MUST supply ZLEDLighting with their freight forwarder contact and shipper account information.

#### **5. Acceptance.**

The Products shall be deemed accepted by Customer unless Seller receives notice of the defect within fifteen (15) days of shipping thereof and the Product is returned to Seller Limited Warranty.

## **6. Returns.**

Returns are permitted on all regularly stocked ZLED products. All special-order products, such as 480v Corns and Fixtures, and modified products, such as Lineflex, Neon, and LED tape, are non-returnable. All permitted returns are subject to a 25% restocking fee and return freight paid by the purchaser. A request for an RGA must be sent in writing to ZLED, and an RGA must be authorized before any items are shipped back to ZLED. All items will be considered for an RGA 60 days after being sent from ZLED or one of our factories.

## **7. Warranty.**

This warranty sets forth the full extent of ZLEDLighting's responsibility. Repair replacement or refund of the original purchase is the exclusive remedy. This warranty is provided in place of all other express warranties. All other warranties (expressed or implied), including (without limitation) implied warranties of merchantability and fitness for a particular purpose, are expressly excluded. In no event shall ZLEDLighting be liable for damages above the purchase price of the product, for any loss of use, loss of time, inconvenience, commercial loss, lost products, or savings, or other incidental, special, or consequential damages arising out of the installation, use, or inability to use such product, to the full extent such may be disclaimed by law. Non-warranty replacement parts will have an extended warranty period of 90 days after shipment from ZLEDLighting. There will be no deviation or modification of the above unless stated in writing by an officer of ZLEDLighting within sixty (60) days of shipping.

### **(a) Items Not Covered by Warranty:**

- Defects or damage from misuse, accident, or neglect.
- Defects from customer's improper installation and modification
- Defects or damage due to lightning or other electrical discharge.
  - Product being disassembled or repaired by the customer or any third party appointed by the customer in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.
- Modification, abuse, or tampering with the product.
- ZLEDLighting does not warrant the product's installation, maintenance, or service. This warranty does not include service, labor, or consequential damage charges connected with the determination or replacement of defective parts or the operation of the equipment.
  - Lamps come with a 5-year warranty against manufacturing defects. This warranty does not cover physical damage, improper operation, or pest or outside infestation causing the product to fail. Maintenance of the lamp: remove it annually and use an air compressor to blow cobwebs and pests out of them if a high concentration exists.

Freight charges to and from shall be at the purchaser's expense; ZLEDLighting will not be responsible for any labor charges at any time for any reason.

ZLEDLighting will inspect the returned product and determine the defects' cause, if any, at its sole discretion.

ZLEDLighting reserves the right to examine all Luminaires before determining warranty status. All Luminaires must be retained for warranty claims until ZLEDLighting determines the final disposition of the product. The warranty period starts on the date of installation. The warranty period will begin with the wholesale purchase date if the installation date is still being determined.

Credit is calculated as follows:  $\text{Credit (\$)} = \text{Invoiced Purchase Price (\$)} \times \text{Unexpired Original Warranty Period (months)} / \text{Warranty Period}$ .

Warranty claims will only be processed if the purchaser's account complies with our payment terms.

## **8. Governing Law.**

The construction, interpretation, and performance of this Agreement and all transactions under it shall be governed by the laws of the State of New Jersey.

## **9. Force Majeure.**

Except for the payment of money and notices, neither party shall be held responsible for any delay or failure in the performance of any part of this Agreement to the extent that such delay or failure is principally caused by fire, flood, explosion, war, strike, embargo, terrorism, government requirement, civil or military authority, act of god, act or

omission of carriers or other similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform ("Delayed Party") shall give immediate notice to the other party ("Affected Party"), and the Affected Party, upon giving prompt notice to the Delayed Party, shall be excused from performance under this Agreement for the duration of the force majeure condition, provided, however, that the Affected Party shall take all reasonable steps and cooperate with the Delayed Party to avoid or remove the cause of non-performance and shall resume performance promptly hereunder when the cause is removed; and provided further that if the Delayed Party cannot within sixty (60) days remove the cause of nonperformance, the Affected Party may terminate this Agreement.

**10. Non-Waiver.**

No course of dealing or failure of either party to strictly enforce any term, correct, or condition of this Agreement shall be construed as a waiver of that term, correct, or condition.

**11. Entire Agreement.**

This Agreement shall constitute the entire Agreement between the parties concerning the subject matter of this Agreement. It shall not be modified or rescinded, except by a written signed by Seller and Customer. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understandings of the parties concerning the subject matter of this Agreement.

**12. Customer's Agreement to Defend.**

Customer shall defend and protect, and hold harmless Seller from and against any claims, demands, actions or causes of action, damages, costs, and expenses, including reasonable attorneys' fees (the "Claims") arising either (i) out of or related to the sale or distribution of the Products that are not maintained and operated following the recommended procedures; or (ii) out of or related to the sale or distribution of the Products that are supplied to Customer according to Customer's specifications or instructions.

**13. Notice of Malfunction or Accident.**

(a) Customer shall notify Seller promptly in writing within thirty (30) days of any malfunction or accident involving the products which results in personal injury or property damage and shall cooperate fully with Seller in investigating and determining the cause of such accident or malfunction.

(b) In the event Customer fails to give to Seller such notice described in subsection (a) above, Customer shall defend and protect, and hold harmless Seller from and against any Claims.

This is updated and effective as of December 18, 2024